

## INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: BINS\_CELIM\_AID012590/01/8

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

### 1. Supplies to be provided

1.1 The subject of the contract is:

the supply for the following supply:

- Indoor bins
- Outdoor bins

To be delivered to the following address, within 2 calendar weeks to:

Hasbaya District Municipalities

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

### 2. Timetable

	DATE	TIME
Clarification meeting / site visit (if any)	Not applicable	18:00 GMT +2:00
Deadline for submission of tenders	22/01/2024	-
Tender opening session	25/01/2024*	-
Notification of award to the successful tenderer	26/01/2024*	-
Signature of the contract	29/01/2024*	-

\* Provisional date

### **3. Participation**

- 3.1. The eligibility requirements detailed in the Additional information about the contract notice (Annex A5f) or, if applicable, in the Contract Notice (C2), apply to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.
- 3.2. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour<sup>1</sup> that they are not in any of these exclusion situations. Such declarations must also be submitted by all the members of a joint venture/consortium, by any sub-contractor and by any capacity providing entities. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force. Their tender will be considered irregular.
- The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors and/or capacity providing entities are not in a situation that excludes them.
- 3.3. To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.4. Subcontracting is allowed. The tenderer and, where applicable, entities on whose capacities it has relied with regard to criteria relating to the economic and financial capacity shall be jointly liable for the performance of the contract.

### **4. Origin**

- 4.1 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection. The supplier must be established and registered in Lebanon.

### **5. Type of contract**

Framework Contract/Unit-price

### **6. Currency**

USD

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<sup>1</sup> See PRAG Section 2.6.10.1.3 A)

## **7. Lots**

This tender procedure is not divided into lots.

## **8. Period of validity**

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## **9. Language of tenders**

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

## **10. Submission of tenders**

Tenders must be sent, or hand delivered to the following address before the deadline specified in the Contract Notice:

Celim Lebanon - 115, El Hajj Building, Badaro, Beirut

One digital copy must be submitted before the deadline to the following email address:

celim.wasteproject@gmail.com

Tenders must comply with the following conditions:

All tenders must be submitted in one original hard copy, marked 'original', and one digital copy.

The tenders should be submitted:

- (a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>2</sup>
- (b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure, (i.e.BINS\_CELIM\_AID012590/01/8)
- c) where applicable, the number of the lot(s) tendered for;
- d) the words 'Not to be opened before the tender opening session' in the language of the tender and 'ال تُفتح قبل فتح جلسة المناقصة'.
- e) the name of the tenderer.

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<sup>2</sup> It is recommended to use registered mail in case the postmark would not be readable

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package.

## **11. Content of tenders**

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

### **Part 1: Technical offer:**

a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required.

The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer)

### **Part 2: Financial offer:**

- A financial offer calculated on a DAP<sup>3</sup> basis for the supplies tendered, including if applicable:
  - financial proposal for any other amount not directly related to the intrinsic value of the product in question (such as, but not limited to, import duties and taxes, entry-import customs clearance, transport costs).

This financial offer should be presented as per template (Annex II+III\*, Contractor's technical offer).

### **Part 3: Documentation:**

The "Tender form for a supply contract", together with Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium, and capacity-providing entities (if any)).

- The details of the bank account into which payments should be made (financial identification form – document c4o1\_fif\_BINS)
- The legal entity file (document c4o2\_lefing\_BINS) and the supporting documents

To be supplied in free-text format:

- Duly authorized signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorized to do so.

## **12. Taxes and other charges**

The applicable tax and customs arrangements are the following:

There is no agreement allowing partial or full exemption from taxes.

## **13. Additional information before the deadline for submission of tenders**

The tender dossier should be clear enough so that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must

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<sup>3</sup> 2 DAP (Delivered At Place — Incoterms 2020 International Chamber of Commerce  
<http://www.iccwbo.org/incoterms/>

send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 15 days before the deadline for submission of tenders, specifying the publication reference:

BINS\_CELIM\_AID012590/01/8

Email: celim.wasteproject@gmail.com

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers at the latest 8 days before the deadline for submitting tenders.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or the AICS during the tender period may be excluded from the tender procedure.

#### **14. Clarification meeting / site visit**

No clarification meeting / site visit planned.

#### **15. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Section 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate

#### **16. Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

#### **17. Ownership of tenders**

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

#### **18. Opening of tenders**

18.1 The purpose of the opening session is to check whether the tenders have been submitted in accordance with the submission requirements of the call for tenders.

18.2 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

18.3 After the public opening of the tenders, no information relating to the examination, clarification, evaluation of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

18.4 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders. 18.5 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. However, late tenders will be rejected and will not be evaluated.

## **19. Evaluation of tenders**

### **19.1 Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **19.2 Technical evaluation**

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or noncompliant.

The minimum qualifications required (see selection criteria in the additional information about the contract notice) are to be evaluated at the start of this stage.

19.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

### **19.4 Financial evaluation**

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
- where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price considered.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

### **19.5 Variant solutions**

Variant solutions will not be taken into consideration.

### **19.6 Award criteria**

The compliant tender that offers the best price-quality ratio will be chosen.

### **19.7 Documentary evidence for exclusion and selection criteria**

No documentary evidence of the selection criteria shall be submitted but no pre-financing will be granted.

## **20. Notification of award**

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed. The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

## **21. Signature of the contract and performance guarantee**

- 22.1 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 22.2 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.
- 22.3 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

## **22. Tender guarantee**

No tender guarantee is required.

## **23. Ethics clauses and code of conduct**

### **23.1 Absence of conflict of interest**

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

### **23.2 Respect for human rights as well as environmental legislation and core labour standards**

The tenderer and its personnel must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory

labour; abolition of child labour).

**Zero tolerance for sexual exploitation, abuse and harassment:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

**23.3 Anti-corruption and anti-bribery**

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

**23.4 Unusual commercial expenses**

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

**23.5 Breach of obligations, irregularities or fraud**

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

**24. Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the contracting authority.

If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in



particular where these have prevented fair competition;

- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.

## **25. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

## **26. Data Protection**

Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

Tenderers, including all members of the consortium, subcontractors, and experts, are informed that personal data processed in this procedure, including verbally, and all relevant information obtained in the course of performing the evaluation of this procedure, will be kept in strict confidence and treated at the utmost confidentiality. All personal data will be adequately treated exclusively for the purposes of the contract, through consultation, elaboration and comparison with other data (including data that can be learned from objects, documents, or software, and any other information or experience), unless they are already known to the public.

In the event that you are processing personal data in the context of participation in a tender (e.g., resumes of key and technical experts) and/or performance of a contract (e.g., substitution of experts), you will have to inform the data subjects of the possible transmission of their data to the External Auditor, AICS and/or other competent authorities.

## **27. Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.

